

RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT

NAME: _____

Adult / Minor (age _____)

ADDRESS: _____

I, the undersigned, represent that I am at least 18 years of age, and this I voluntarily enter into the Agreement without any coercion whatsoever. I further more;

1. I know that trail running is a potentially hazardous activity, which could cause injury or death. I should not enter and participate unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of the official to deny or suspend my participation for any reason whatsoever. I hereby certify I am in good health associated with running in the event including, but not limited to, falls, contact, with other participants, the effects of the weather, conditions of the trails, all such risks being know and appreciated by me.
2. On behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, and anyone else who might sue on my behalf. I HEREBY WAIVE, RELEASE and FOREVER DISCHARGE the Mountain Trails Foundation, VR CPC Holdings, Inc., Vail Resorts, Inc., The Vail Corporation, all of their affiliated companies and subsidiaries, and all Event sponsors, Event producers, Event staff, administrators, officials, contractors, vendors, and organizers (including race directors), athletes, all other person or entities involved with the Event, states, cities, towns, and other governmental bodies and locations in which the Event or portions of the Event takes place and the officers, directors, employees, agents, insurers, other participants and representatives of all of the above (collectively, the "Released Parties") from any and all claims, causes of action, damages, losses (economic and non-economic), and liabilities of every kind (collectively "Claims"), for death personal injury, or property damage, which may arise out of, result from, or relate to my assistance/participation in, or my traveling to or from, the Event, including but not limited to any Claims for theft, damage to any equipment, **NEGLIGENCE**, partial or permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decision (at the Event site or elsewhere) and any Claims for medical or hospital expenses.
3. I assume any and all risks for injury to person or property, or any other consequence arising out of my assisting in, participating in, or volunteering in the Event, including travel en route to and from the Event. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY VOLUNTEERING.
4. I FURTHER COVENANT and AGREE NOT TO SUE any of the released parties for any Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS Mountain Trails Foundation, VR CPC Holdings, Inc., and their affiliates, from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorneys' fees and litigation expenses, arising out of the or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Waiver Agreement and my action or inactions which cause injury or damage to any other person.
5. I acknowledge and agree to all photography, likeness and/or voice to appear in any documentary, promotional (including advertisements) television, radio or film coverage of the Event without compensation or further notice, and I agree to assign all copyright or other interests therein to the Mountain Trails Foundation.
6. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person") hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs this Waiver Agreement agrees to indemnify and hold harmless the Release Parties for any expenses incurred. Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of said Person in the execution of waiver Agreement.

Participant Signature: _____

OR signature of Parent/Guardian if Participant is under 18 years of age: _____

Date: _____